

1 Magistrate Judge. By now, the Court has had an opportunity to review multiple motions and
2 pleadings and is well familiar with the issues at hand, which the Court likely had in mind when it
3 ordered the parties to participate in a settlement conference on February 6, 2008.

4 Needless to say, based on the arguments, evidence and law already addressed in multiple
5 pleadings and currently pending motions, Houtan Petroleum adamantly disputes the factual and legal
6 contentions contained in ConocoPhillips' latest request to this Court. Moreover, in its concerns about
7 Houtan Petroleum's use of its equipment and improvements, ConocoPhillips fails to mention
8 important facts, such as its obligations under the PMPA, the fact that it's appraisal is highly suspect
9 and exceeds fair market value by 75%, or the fact that even prior to terminating the franchise
10 agreement ConocoPhillips had already decided to raze the very improvements and equipment that it
11 now complains about, just so it could rebuild the station with all new improvements, including a car
12 wash. Consequently, ConocoPhillips' concerns about Houtan Petroleum's allegedly improper use
13 of the very items that ConocoPhillips was planning on demolishing are moot.

14 Consequently, reassignment to another Magistrate judge simply to appease ConocoPhillips'
15 concerns about a highly contentious case is just not necessary. Barring calendar conflicts of parties
16 or counsel, the settlement conference should proceed as scheduled on March 12, 2008.

17 Respectfully submitted,

18 Dated: February 8, 2008

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